

'BLACKFOOT RIVER RECREATION CORRIDOR LANDOWNERS' AGREEMENT

THIS AGREEMENT, made and concluded the 28th day of July 2010 by the private landowners signatory hereto, the United States of America through its Bureau of Land Management of the Department of the Interior, Montana Department of Natural Resources and Conservation, the Montana Forest and Conservation Experiment Station through its Lubrecht Experimental Forest, University of Montana Foundation, The Nature Conservancy (referred to collectively or individually as Landowner(s)), and the Montana, Fish, Wildlife and Parks (referred to as Department), and Missoula County (referred to as County):

W I T N E S S E T H:

WHEREAS, it will be of benefit to the parties hereto and to the public to provide for adequate and responsible recreational management of the Blackfoot River as set forth in the "2010 BLACKFOOT RIVER RECREATION MANAGEMENT PLAN" (hereinafter referred to as "Plan") ; and

WHEREAS, Landowners, both private and agencies, own tracts of land located within the Blackfoot River Recreation Corridor (hereinafter referred to as "Corridor") as described in the Plan, referenced in the Map of the Corridor attached hereto as Exhibit "A", and delineated in Exhibit "B" and by this reference incorporated herein, and desire responsible management of any use by the public of their property, in return for affording the public access to the Corridor as provided by the terms of this Agreement; and

WHEREAS, Department is the designated manager for recreation and public use of certain tracts of land within the Corridor as described in the Map , attached hereto as Exhibit "A", and desires the management of public recreational use of this property; and

WHEREAS, the Department has public use regulations that govern use of all lands or waters under the control, administration, and jurisdiction of the Department.

NOW, THEREFORE, in consideration of the promises set forth in this agreement, the parties agree as follows:

1. Subject to appropriate County action, the County may pay Department a sum of Five Thousand Dollars (\$5,000.00) the first year of the Agreement for the sole purpose of management and maintenance

of lands subject to this Agreement for public recreation. Subject to yearly budgetary constraints, the County may pay the sum of Five Thousand Dollars (\$5,000.00) on or before April 1 each year thereafter for the term of the Agreement.

2. Landowners hereby permit the Department at no charge and from the date of this signed Agreement to January 1, 2015, to allow for and manage the public use for that portion of their property located within the Corridor referenced in the Map attached hereto as Exhibit "A" and delineated in Exhibit "B". The parties acknowledge that the term "public use" encompasses activities such as hiking, fishing, floating, boating, swimming, picnicking, and camping [but only on established and identified campground sites]. Unless allowed by specific landowner permission, hunting or shooting within, from or into the Corridor as it traverses private property is expressly prohibited. In all cases, it is prohibited to discharge a firearm within the Corridor except for legal game and waterfowl hunting purposes. Hunting on private land contiguous to the Corridor is allowed by landowner permission only.

3. Commercial use, competitive events and organized group use within the Corridor shall be managed consistent with the Blackfoot River Special Recreation Permit Rules for the Blackfoot River. Commercial use, competitive events and organized group use is prohibited on contiguous private lands outside the Corridor without the expressed written permission from the private landowner.

4. Each Landowner reserves exclusive possession, all historical as well as legally permitted private rights of use, and control of the lands and timber on the property within the Corridor described herein, subject only to the rights specifically permitted to the Department. It is specifically acknowledged that the permitted rights of use expressly reserved by Landowners on their property within the Corridor include fishing, hiking, horseback riding, river crossing, rock climbing, picnicking, swimming, boating and floating, rafting and inner tubing (including put-ins and take-outs on that Landowner's property), or any comparable form of use even though not expressly designated; but in no case shall these reserved rights include recreational fires, camping, hunting, shooting, or the recreational use of any type of motor vehicle. Furthermore, it is expressly acknowledged and agreed that when any of these retained permitted rights of

use are undertaken in the context of a guest ranch operation and/or a recreational outfitting business on a Landowner's property, these uses are permissible notwithstanding the commercial nature of such use. Additionally, nothing in this agreement shall foreclose Landowner from granting reserved rights of use to other private landowners in the Corridor to accommodate the foregoing forms of use by their owners, managers, employees or guests. Furthermore, nothing in this Agreement limits the right of the Landowner to transfer, dispose of, or otherwise deal with Landowner's land; specifically, without limitation, nothing herein precludes a Landowner from selling or exchanging Landowner's property or portions thereof, or from harvesting timber or other crops located on the property, or from grazing, feeding and herding livestock, including, but not limited to, the continuation of historical modes of stock movement, stock watering and stock crossing, performing historical land maintenance and conservation activities or from continuing or implementing historical forms of agriculture ranching, guest ranching or recreational outfitting on the Landowner's land. Department's management of the Corridor shall not in any manner unreasonably interfere with or constrain Landowner's use of the subject lands. Each Landowner, landowner's agent or assign, has expressly reserved the right to remove for reasonable cause, which may include, but is not limited to, a violation of any of the Public Use Regulations attached hereto as Exhibit "C", any person from lands under the landowner's ownership and under this agreement. The Department expressly acknowledges that subject to Montana's stream access laws, the private Landowners have also reserved the right, which may be exercised throughout the term of this Agreement, to designate certain private land-sites within their Corridor property where no public access shall be permitted above the ordinary high water mark. Landowners shall also have the right to erect structures such as picnic tables or restrooms or to create camping areas for their own exclusive use on privately owned property which is excluded from the Corridor. Certain sites on property owned by Monroe Property Company, LLC – specifically: Six Pines @ N 46 56.220 W 113 23.612, Swallow Cliff @ N46 56.440 W113 24.395, Pumphouse @ N 46 56.457 W113 24.431, River Camp @ N 46 56.219 W 113 27.187, Joanne's Beach @ N 46 56.060 W 113 27.744 and on land owned or controlled by the E Bar L Guest Ranch (i.e., Johnny

Pope cabin site) have already been so designated. Additionally, there shall be an exclusion for the Lindbergh property located in Section 10, Township 14 North, Range 14 West, in the N ½ SE ¼ thereof north of the river, located on river-right and occupying approximately 1,000 yards along the river bank, down river and west from where the river enters Section 10 where residences and associated outbuildings comprise what is known as the Lindbergh Homestead, now owned by the Erin Elizabeth Lindbergh Family Limited Partnership. Finally, there shall be excluded the site commonly referred to as the "Swimming Hole" located in the N 1/2 SE ¼ of Section 29, Township 14 North, Range 14 West, south of the river and located on river-left, approximately 300 yards downstream from the Sunset Hill -- Three Stall Parking River Access Site on lands owned by the Monroe Property Company, LLC, but used primarily by the E Bar L Ranch. The area set aside for the Swimming Hole occupies approximately 100 yards along the river bank, and is fenced off from the land surrounding it for necessary livestock control. The foregoing reservations are intended to permit private Landowners to preclude public use and access to those designated privately owned sites where such use and/or access would be in conflict with the private Landowner's ongoing use of its own property and/or Landowner's business (es). Again subject to Montana's stream access laws, the reservation of this right by private Landowners is not intended to permit a private Landowner to exercise a blanket or broad-based exclusion of all of Landowner's property within the Corridor but instead is intended to be strictly limited to exclusive use sites as may presently be designated within the Corridor, as well as those which might possibly be created by a private landowner in the future. Such designated sites shall be identified by signs erected by the Department of Fish, Wildlife & Parks at appropriate intervals along the ordinary high water mark. The signs shall state "Access in this area is prohibited above high water mark" and shall have the Department logo clearly displayed. A map accurately depicting the boundaries of the designated excluded area(s) and the location of proposed signage shall be furnished to the Department at least thirty (30) days in advance of its creation. Once established, the Department agrees that its regulations regarding trespass, as well as the enforcement of such regulations, shall apply to the designated area(s), notwithstanding the intended exclusion of the designated area(s) from the Corridor for public use

and access.

5. Landowners reserve at all times a dominant easement for the purpose of ingress, egress and management of their property and any business or activity associated therewith.

6. The Department shall indemnify and hold harmless and, at its expense, defend the private Landowners and their owners, managers, employees and guests from and against any and all liabilities, damages, actions, losses, claims and expenses (including attorney's fees) on account of personal injury to or death of any person, including, but not limited to, property of the private Landowner, arising out of the use of the private Landowner's property under the terms of this Agreement, except in circumstances where the wanton or willful misconduct of the Landowner or Landowners is the proximate cause of any such injury, death or property damage. Notwithstanding any other party's determination of what constitutes willful or wanton conduct, the Department, for purposes of determining its liability pursuant to the foregoing indemnity, hereby defines willful conduct as conduct committed in an intentional and purposeful manner in disregard for the safety of others. The Department defines wanton conduct as conduct committed in a reckless manner in disregard for the safety of others. The Department further acknowledges that willful or wanton conduct is an aggravated form of negligence that differs from an ordinary lack of care and therefore ordinary negligence, in quality or intent rather than degree. Consequently, the terms willful or wanton conduct as applied in this agreement require that the landowner manifest a degree of design or malicious intent that a result of personal injury or death of a person come to pass.

The Department provides the following statements, by way of example, to illustrate landowner conduct which is not to be construed as willful or wanton misconduct giving rise to the exception from the Department's obligation of indemnity, to-wit:

- a. Any injury which results from an encounter with or which is a byproduct of a terrain feature which exists in its natural state.
- b. Fencing of any form, including the use of electric fence, barbed wire, post and rail, or other materials for the purpose of livestock confinement or for any purpose which is consistent with the

landowners' use of their property for their own residential, recreational or agricultural pursuits and which are not designed to create an intentional hazard or to purposely cause injury to a recreational user.

- c. Fencing, as described in Paragraph 1 above, or the placement of wire or any other material to form a structure or barrier around an electric transformer(s), irrigation pump(s), or other irrigation implement(s) designed to prohibit or restrict access thereto.

The Department expressly acknowledges and agrees that a primary purpose for providing the foregoing examples and defining the terms "willful or wanton conduct" is to provide a basis for expedited resolution of any dispute between the Department and a Landowner regarding the Department's liability and responsibility to indemnify. Consequently, the Department covenants and agrees that in the event of any claim which gives rise to the applicability of the foregoing obligation of indemnity, it will proceed expeditiously and with due diligence to determine in good faith whether the Department will undertake the indemnity pursuant to this paragraph based on the facts and circumstances applicable to the claim, and will advise the Landowner accordingly of its determination.

7. The parties expressly acknowledge that the 2010 Blackfoot River Recreation Management Plan has been formally approved and adopted. Department shall manage recreation within the Corridor which may include the collection of recreational data consistent with the guidance provided in the Plan. The Department shall apply Public Use Regulations as set forth in Exhibit "C" to all lands and waters within this Agreement as delineated in Exhibit "B". In this regard, the Department hereby expressly acknowledges that the Public Use Regulations in Exhibit "C" are consistent with the Plan.

8. Except as provided for in Item 15 and Item 16, this Agreement will remain in force and effect for the period of time from the date of signing by the Department and Landowners to January 1, 2015. Any Landowner shall have the right to terminate this Agreement as it pertains to their property upon affording the Department three (3) months advance written notice of their intention to terminate. Termination shall be effective on January 1 of the year following the notice of termination. In the absence of notice of

termination, the Department may give notice to each Landowner of its desire to renew this Agreement at the conclusion of its term. The notice shall be delivered to Landowners by January 1, 2015. Thereafter, the parties shall have until March 15, 2015 to conclude the renewal. The Department and Landowners agree that termination of this agreement pursuant to this paragraph or paragraphs 15 and 16 may also simultaneously terminate any permits for river access, parking, or recreational use.

9. The Department shall provide funds and personnel for enforcement, operation, and maintenance of the Corridor to the end that the provisions of this Agreement and the public use regulations shall be uniformly and consistently maintained and enforced. The Landowners acknowledge that the public agencies may charge the public a fee for use of the Corridor, and that any fees collected may be used by the Department to meet its obligations for management of the Corridor. The Department shall maintain the premises in a neat and orderly condition, properly disposing of all refuse and take all reasonable precautions against human caused fire in the Corridor. Hazard tree management at access points will be the managed by the Department. The Department will control the introduction or spread of noxious weeds, as required by Landowner and state law.

10. Department shall not place any improvements on land subject to this Agreement or alter the natural conditions of the Corridor without first obtaining permission from the affected Landowner.

11. Department shall maintain all improvements placed on property pursuant to Paragraph 10 above, in a neat, orderly and sanitary condition. If structures are to be stained or painted, only subdued colors approved by the affected Landowner shall be used.

12. On termination of this agreement, unless renewed, Department shall remove, within one-hundred and twenty (120) days, all improvements placed upon the land and leave the premises in a neat and orderly condition. In the event any improvements remain beyond the expiration of the one-hundred twenty (120) days, they shall become the property of the affected Landowner. However, it will be provided, if the Landowner does not want the improvements on his land, then the Department shall, within sixty (60) days after receiving written notice from the Landowner, which notice shall be given immediately upon the

expiration of the aforementioned one-hundred twenty (120) day period, remove the improvements and leave the premises in a neat and orderly condition or to pay the Landowner for the reasonable costs of removing the improvements and restoring the premises to a neat and orderly condition.

13. At least annually between September 1 and October 30, the Department shall host a meeting ("Meeting") comprised of participating Private Landowners, Public Agencies, the County, and the Department to discuss the recreation season, management objectives, and the List of Private Landowners' Concerns ("List") attached hereto as Exhibit "D" to assist in management of the Corridor. The concerns shall be reviewed at every annual meeting, at which time the participants may agree to add, modify, or remove concerns on the Landowner List based on a consensus of the attendees. Contingent upon available resources, the Department shall strive to address the identified concerns as allowed under its authority and where consistent with the guidance provided in the Plan.

14. Department shall coordinate its activities under this Agreement with its management of the Morrison Peak and Blackfoot Cooperative Management Areas, and agrees that the existing parking area at the confluence of the Blackfoot and Clearwater Rivers shall be managed as part of this Agreement. The Department will enforce parking restrictions on Sunset Hill Road in a manner consistent with Missoula County Parking Ordinances.

15. If Department ceases to manage and maintain the lands as provided herein, or fails to perform any term provided herein, or uses the lands in a manner inconsistent with the provisions hereof, or fails to adequately address issues in the List in Exhibit D, a simple majority (one vote per property ownership) of all the Landowners as signatories, consisting of both private landowners and public agencies and entities, may elect to terminate the Agreement at the end of the calendar year following certified delivery to the Department of written notice signed by a simple majority (one vote per property ownership) of all signatories. Furthermore, any Landowner may notify the Department by written notice delivered in person or by postage paid, registered mail, addressed to Montana Fish, Wildlife and Parks, Region 2 Office, 3201 Spurgin Road, Missoula, MT 59804, effective when received, for the violation of the terms herein, and if

Department fails to take appropriate action on the violation within fifteen (15) days from receipt of Landowner's notice, then this Agreement as it affects that Landowner, and his/her land, shall be canceled as of January 1 of the next succeeding year. Notice of termination shall be in writing delivered to all other parties in person, or by mail at the other parties' normal mailing address. It is an express objective of this Agreement that each party otherwise remain a party throughout the full term of this Agreement. In the event of termination of the Agreement, public recreation along the Corridor will be managed under the Plan, the Montana Stream Access Law and other Department rules, regulations and authority and/or specific agreements with individual landowners. Nothing within the terms of this Agreement prevents any landowner or group of landowners from entering into separate agreements with the Department.

16. It is expressly acknowledged that if any party to this agreement sells all or a portion of their real property subject to this agreement during the term thereof, this agreement shall be of no further force or effect with respect to such property which is sold effective January 1st of the year succeeding the year of sale unless this agreement is ratified in writing by the successor owner.

17. Governing law. This agreement shall be construed in accordance with and governed by the laws of the State of Montana.

18. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by all parties to this Agreement.

19. Counterparts. This agreement may be executed in counterparts and facsimile signatures are as effective as if they were originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

X_____
Orrin W. Potter, Jr.; Trustee and/or
Betty N. Potter; Trustee
Potter Family Trust

X_____
Land M. Lindbergh and/or
Peter M. Lindbergh and/or
Erin E. Lindbergh
Lindbergh Limited Partnerships

X_____
Mary P. Vero
Turner Place

X_____
William Birck and/or Kim Birck
Birck Property

EXHIBIT "A"

BLACKFOOT RIVER RECREATION CORRIDOR MAP

EXHIBIT "B"

DELINEATION OF LANDS SUBJECT TO THIS AGREEMENT

The designated area for the Blackfoot Recreational Corridor includes the area from Johnsrud FAS, upstream along the Blackfoot River to the Missoula-Powell County line. The Corridor shall also include that portion of the Clearwater River from its confluence with the Blackfoot River upstream to Highway 200.

Public access is limited to the designated areas and a corridor on both sides of the river within the following described area:

Beginning at the point where the south boundary of Johnsrud FAS meets the Blackfoot River, thence easterly along said boundary to the McNamara-Belmont-Ninemile County Road, thence north and easterly following a line $\frac{1}{4}$ mile south and easterly from said road (which follows the Blackfoot River upstream) to Whitaker Bridge, thence following the south side of the Blackfoot River upstream along a line $\frac{1}{4}$ mile above the ordinary high water mark, except where posted, in an easterly and northerly direction to the west boundary of Lubrecht Forest, thence northerly along said boundary to 50 feet above the ordinary high water mark, thence easterly and northerly to the Missoula County-Powell County Line, thence north along said line to State Highway 200, thence westerly along said highway to mile marker 35, thence return to the northerly side of the river, thence following the northerly side of the river downstream along a line 50 feet above the ordinary high water mark in a westerly and southerly direction, not to exclude any of the designated areas, thence to the confluence of the Clearwater River, thence following the east side of the Clearwater River upstream along a line 50 feet above the ordinary high water mark in a northerly direction to Highway 200, thence across the Clearwater River to the west side of the river, thence downstream along a line 50 feet above the ordinary high water mark in a southerly direction to the confluence of the Clearwater River and the Blackfoot River, thence following the northerly side of the Blackfoot River downstream along a line 50 feet above the ordinary high water mark in a westerly and southerly direction, not to exclude any of the designated areas, to Corrick's River Bend Campground, thence northerly along the east boundary of Corrick's River Bend Campground to the McNamara-Belmont-Ninemile County

Road, thence westerly along said road to the east edge of Section 19 T14N R15W (boundary with the BLM), thence northerly along said section line to a point $\frac{1}{4}$ mile north of the road then following a line $\frac{1}{4}$ mile north of the road downstream to the Blackfoot River below Whitaker Bridge, then following the north side of the Blackfoot River downstream along a line $\frac{1}{4}$ mile above the ordinary high water mark to a point directly across from the south boundary of Johnsrud FAS, thence across the river to the south boundary, the point of beginning. The designated area shall not include property above the ordinary high water mark which is approved and posted as "access restricted".

EXHIBIT "C"

PUBLIC USE REGULATIONS

The following public use regulations apply to the Blackfoot River Recreational Corridor as delineated in Exhibit "B" and will be posted at appropriate locations:

1. No person may discharge any firearm, fireworks, explosives, air or gas weapon, or arrow from a bow, on or over either land or water. (Authority: ARM 12.8.202)

On all administered lands within the Recreation Corridor it is prohibited to discharge a firearm or projectile except for legal game hunting purposes established by Montana Department of Fish, Wildlife and Parks (no recreational shooting will be allowed including, but not limited to, plinking, target shooting, or shooting varmints).

2. No person may permit an animal to run at large on private land and designated public camping areas within the corridor. Persons in possession of pet animals in a camp area must restrain them on a leash not longer than 10 feet in length and keep them under control in a manner which does not cause or permit a nuisance or any annoyance or danger to others. (Authority: ARM 12.8.203)

3. No wheeled motor vehicle may be driven off authorized roadways, designated trail, road, or route except onto designated parking areas as provided. (Authority: ARM 12.8.204)

4. It is unlawful to park any vehicle in a manner that prevents emergency or administrative use of any gated road in the designated area. (Authority: 12.8.208) Parking on Sunset Hill Road is limited to designated parking areas only and will be enforced in a manner consistent with Missoula County Parking Resolution 2001-057.

5. No person may set up camp in areas other than designated campgrounds or camping areas.

Camping in any one designated recreation area for a period longer than seven (7) days during any thirty (30) day period is prohibited. Such thirty (30) day periods shall run consecutively during the year commencing with the first day each person camps in a designated recreation area each year. No person may leave a set-up camp, trailer, camper or other vehicle unattended for more than forty-eight (48) hours unless the area is otherwise posted. (Authority: ARM 12.8.205)

6. No person may build or maintain a fire except in established fireplaces and fire rings maintained for these purposes within designated campsites. No person may leave a fire unattended or leave a campsite area without completely extinguishing all fires prior to departure. (Authority: ARM 12.8.206)

7. No person may destroy, deface, injure, remove, or otherwise damage any natural or improved property or willfully or negligently cut, destroy, or mutilate any tree, shrub, or plant, or any geological, historical, or archeological feature, not including flowers, berries, cones, or fallen dead wood. No person may disturb or remove the topsoil cover or permit the disturbance or removal of topsoil cover. Gathering or cutting firewood for offsite use is prohibited. (Authority: ARM 12.8.207) As such, visitors may only burn dead and down wood. No person may damage improved property including but not limited to machinery, buildings, equipment, fences, gates, signs, or irrigation systems. A person cannot harass livestock or leave gates opened that were previously unopened. (Authority: 45-6-101 MCA).

8. No person may enter upon any portion of an area that is posted or restricted to public passage. (Authority: ARM 12.8.20)

9. No person may design, construct, place or use any structure (including but not limited to roads,

trails, signs, or landscape features) without prior approval of the director or his agent. (Authority: ARM 12.8.207)

10. Disorderly conduct, such as but not limited to, quarrelling, challenging to fight or fighting; using threatening, profane or abusive language; drunkenness; rendering vehicular or pedestrian traffic impassable; indecent exposure; public urination; operation of a motor vehicle in a manner as to create a nuisance or annoyance or danger to others or loud or noisy behavior is prohibited. In addition to any other penalty provided, the participant may be expelled from the area. (Authority: ARM 12.8.208)

11. No person may pollute or litter in any manner. The use of glass bottles and containers is not permitted on the Blackfoot River and lands within the corridor. (Authority: ARM 12.8.210)

BLM Code of Federal Regulations

Under 43 CFR 8365.1-6, the following supplementary rules apply to public lands under the jurisdiction of the BLM within 1/4 mile on either side of the Blackfoot River and/or McNamara Road. It is prohibited to:

1. Camp outside of designated sites or areas.
2. Light or maintain a fire except in designated areas or established by government fire rings.
3. Operate a motor vehicle off a designated trail, road, or route.
4. Collect firewood for other than on-site use. Burn only dead and down wood.
5. Discharge a firearm or projectile except for legal game hunting purposes established by Montana Department of Fish, Wildlife and Parks (no recreational shooting will be allowed including, but not limited to, plinking, target shooting, or shooting varmints).
6. Use a firework.
7. Violate a posted regulation pertaining to the protection of natural resources or public safety.
8. Occupy or camp at an area longer than 7 days during any 30-day period.

EXHIBIT "D"

LIST OF PRIVATE LANDOWNERS' CONCERNS

The guiding principles of the Blackfoot River Recreation Management Plan state: "It is important to protect the natural resources of the river and to preserve the quality of the recreation experiences for future generations. As the demand on natural resources and the interest in river-related recreation continues to grow, FWP, working for the people of Montana and their visitors, will seek a balance between quality of experience and unrestricted use of a limited resource." The Plan goes on to say "It is critically important to manage use of the river in a way that protects and in some cases restores the outstanding resources, including coldwater fisheries of the Blackfoot River". The Blackfoot River Recreation Corridor, through effective management of public recreation use, must compliment these guiding principles. In response to the above stated overarching principles, private Landowners hereby list long standing concerns that the Department should strive to address pursuant to Paragraph thirteen (13) of this agreement.

1. Inappropriate Recreationist Behavior:

It is important to manage and monitor recreational use on the water during busy summer use days. Education of recreational users regarding river etiquette and the enforcement of the public use regulations must remain a high priority. Successful management should enhance the recreating public's experience within the Corridor, and preserve the integrity of this unique arrangement.

2. Unlawful Campfires:

At certain times of the summer float season, unlawful campfires pose a serious threat to private structures and forested lands along the river. Continuing to educate river recreationists, using "Leave No Trace" principles, and the enforcement of public use regulations restricting campfires to specifically designated sites must remain a high priority.

3. Unlawful Camping:

Continuing to educate river recreationists, using "Leave No Trace" principles, and the enforcement of public use regulations restricting overnight camping to officially designated campsites must remain a high priority. FWP is encouraged to explore the development of appropriately located, designated and maintained float-in only campsites within the River Corridor.

4. Human Waste:

Litter, sanitation and human health concerns surrounding human waste are becoming a serious issue on certain stretches of the River Corridor. Continuing to educate recreating river users, using "Leave No Trace" principles must remain a high priority, targeting both day use and overnight campers as to responsible ways to minimize the health dangers and aesthetic impacts of human waste and discarded toilet paper.

5. Insufficient Recreation Use Data for the Blackfoot River:

Recent increases in use are incrementally impacting the Blackfoot River. There are growing concerns that this unique resource, and the recreational experience it now offers, is in danger of becoming

significantly degraded. FWP is encouraged to collect valid and reliable recreational use data that will lead to a better understanding of these problems in order to make informed management decisions to protect the natural resources of the river and to preserve the quality of the recreation experiences for future generations.

6. **Insufficient Recreation Use Data for the Clearwater River below Hwy 200:**
Base line information about current conditions and use level on the Clearwater River are needed. The Clearwater River from Highway #200 to its confluence with the Blackfoot River is within the Blackfoot Recreation Corridor and should be consistently managed under the terms of the Agreement. FWP should include the lower Clearwater River in its monitoring efforts.
7. **Vehicles and Dust:**
High speed vehicles, reckless driving and extreme dust conditions have recently become major health and safety issues for private landowners and public recreationists traveling on and living near rural roads serving the Blackfoot River Recreation Corridor. By using appropriate signage, addressing specifically identified sections of road, and increasing law enforcement patrols on busier use days, the Department and Missoula County should continue their efforts to rectify this situation.

ORIGINAL

ORIGINAL COPY

Department fails to take appropriate action on the violation within fifteen (15) days from receipt of Landowner's notice, then this Agreement as it affects that Landowner, and his/her land, shall be canceled as of January 1 of the next succeeding year. Notice of termination shall be in writing delivered to all other parties in person, or by mail at the other parties' normal mailing address. It is an express objective of this Agreement that each party otherwise remain a party throughout the full term of this Agreement. In the event of termination of the Agreement, public recreation along the Corridor will be managed under the Plan, the Montana Stream Access Law and other Department rules, regulations and authority and/or specific agreements with individual landowners. Nothing within the terms of this Agreement prevents any landowner or group of landowners from entering into separate agreements with the Department.

16. It is expressly acknowledged that if any party to this agreement sells all or a portion of their real property subject to this agreement during the term thereof, this agreement shall be of no further force or effect with respect to such property which is sold effective January 1st of the year succeeding the year of sale unless this agreement is ratified in writing by the successor owner.

17. Governing law. This agreement shall be construed in accordance with and governed by the laws of the State of Montana.

18. Modification. No modification or amendment of this Agreement will be valid or binding upon the parties unless such modification or amendment is in writing, signed by all parties to this Agreement.

19. Counterparts. This agreement may be executed in counterparts and facsimile signatures are as effective as if they were originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

x Betty N. Potter - Trustee
Orrin W. Potter, Jr.; Trustee and/or
Betty N. Potter; Trustee
Potter Family Trust

x Land M. Lindbergh
Land M. Lindbergh and/or
Peter M. Lindbergh and/or
Erin E. Lindbergh
Lindbergh Limited Partnerships

x Mary P. Vero
Mary P. Vero
Turner Place

x William Birck and/or Kim Birck
William Birck and/or Kim Birck
Birck Property 8/11/10

X _____
Charles Burback and/or Margarete Burback
Burback Property

X _____
University of Montana Foundation

X Anthony M. Sansalone
Anthony "Tony" Sansalone
Greenough Land and Livestock Co. LLC

X _____
Betty duPont
Betty DuPont Property

X Keke Tsihibas-Sansalone
Keke Tsihibas-Sansalone
Wingspread

X _____
John Stone and/or Jane Stone
Rocking Chair Ranch

X _____
William S. (Spike) Potter
Johnny Pope Property

X _____
Jerry O'Connell and/or Deborah O'Connell
Triple Rock Ranch

X _____
John Richards
Richards Property

X _____
William J. Davis
Davis Property

X Nadine Lipson
Nadine Lipson and/or Larry Lipson
Monroe Property Co., LLC

X _____
Douglas B. Roark and/or Gloria Roark
Morris Ranch

X _____
Michael Angellini -Trustee
Carlos Barrano Trust

X _____
Montana Department of Natural Resources
and Conservation

X _____
U.S. Bureau of Land Management

X _____
The Nature Conservancy

X _____
Montana Department of Fish,
Wildlife and Parks

X _____
Montana Lubrecht Experimental Forest

X _____
Missoula County Commission Chairperson

X _____
Charles Burbuck and/or Margarete Burbuck
Burbuck Property

X _____
University of Montana Foundation

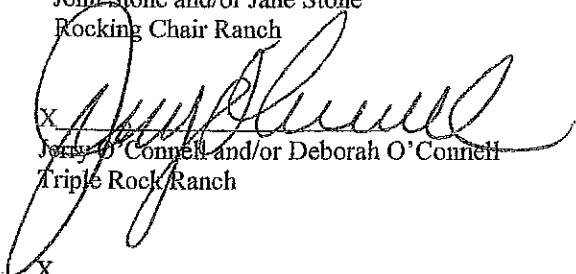
X _____
Anthony "Tony" Sansalone
Greenough Land and Livestock Co. LLC

X _____
Betty duPont
Betty duPont Property

X _____
Keke Tsiribas-Sansalone
Wingspread

X John & Jane Stone
John Stone and/or Jane Stone
Rocking Chair Ranch

X _____
William S. (Spike) Potter
Johnny Pope Property

X 
Jerry O'Connell and/or Deborah O'Connell
Triple Rock Ranch

X _____
John Richards
Richards Property

X _____
William J. Davis
Davis Property

X _____
Nadine Lipson and/or Larry Lipson
Monroe Property Co., LLC

X _____
Douglas B. Roark and/or Gloria Roark
Morris Ranch

X _____
Michael Angellini -Trustee
Carlos Barrano Trust

X _____
Montana Department of Natural Resources
and Conservation

X _____
U.S. Bureau of Land Management

X 
The Nature Conservancy

X _____
Montana Department of Fish,
Wildlife and Parks

X _____
Montana Lubrecht Experimental Forest

X _____
Missoula County Commission Chairperson

ORIGINAL

COPY ORIGINAL

ORIGINAL

X _____
Charles Burbuck and/or Margarete Burbuck
Burbuck Property

X _____
University of Montana Foundation

X _____
Anthony "Tony" Sansalone
Greenough Land and Livestock Co. LLC

X _____
Betty duPont
Betty DuPont Property

ORIGINAL

X _____
Keke Tsiribas-Sansalone
Wingspread


X _____
John Stone and/or Jane Stone
Rocking Chair Ranch

X _____
William S. (Spike) Potter
Johnny Pope Property

X _____
Jerry O'Connell and/or Deborah O'Connell
Triple Rock Ranch

X _____
John Richards
Richards Property

X _____
William J. Davis
Davis Property

X 
Nadine Lipson and/or Larry Lipson
Monroe Property Co., LLC

X _____
Douglas B. Roark and/or Gloria Roark
Morris Ranch

X _____
Michael Angellini -Trustee
Carlos Barrano Trust

X _____
Montana Department of Natural Resources
and Conservation

X _____
U.S. Bureau of Land Management

X _____
The Nature Conservancy

X _____
Montana Department of Fish,
Wildlife and Parks

X 
Montana Lubrecht Experimental Forest

X _____
Missoula County Commission Chairperson

X _____
Charles Burback and/or Margarete Burback
Burback Property

X _____
University of Montana Foundation

X _____
Anthony "Tony" Sansalone
Greenough Land and Livestock Co. LLC

X _____
Betty duPont
Betty duPont Property

X _____
Keke Tsiribas-Sansalone
Wingspread

X John & Jane Stone
John Stone and/or Jane Stone
Rocking Chair Ranch

X _____
William S. (Spike) Potter
Johnny Pope Property

X _____
Judy O'Connell and/or Deborah O'Connell
Triple Rock Ranch

X _____
John Richards
Richards Property

X _____
William J. Davis
Davis Property

X _____
Nadine Lipson and/or Larry Lipson
Montre Property Co, LLC

X _____
Douglas B. Roark and/or Gloria Roark
Morris Ranch

X _____
Michael Angellini, Trustee
Carlos Barano Trust
Barano

X _____
Montana Department of Natural Resources
and Conservation

X _____
U.S. Bureau of Land Management

X _____
The Nature Conservancy

X _____
Montana Department of Fish,
Wildlife and Parks

X _____
Montana Lubrecht Experimental Forest

X _____
Missoula County Commission Chairperson

X _____
Charles Burback and/or Margarete Burback
Burback Property

X _____
University of Montana Foundation

X _____
Anthony "Tony" Sansalone
Greenough Land and Livestock Co. LLC

X _____
Betty duPont
Betty duPont Property

X _____
Keke Tsiribas-Sansalone
Wingspread

X _____
John Stone and/or Jane Stone
Rocking Chair Ranch

X _____
William S. (Spike) Potter
Johnny Pope Property

X _____
Jerry O'Connell and/or Deborah O'Connell
Triple Rock Ranch

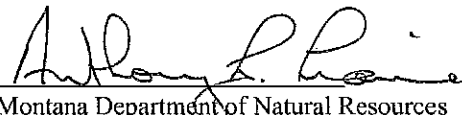
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John Richards
Richards Property

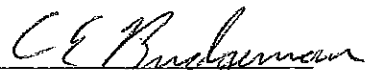
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William J. Davis
Davis Property

X _____
Nadine Lipson and/or Larry Lipson
Monroe Property Co., LLC

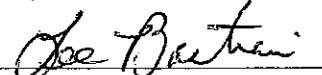
X _____
Douglas B. Roark and/or Gloria Roark
Morris Ranch

X _____
Michael Angellini -Trustee
Carlos Barrano Trust

X 
Montana Department of Natural Resources
and Conservation

X 
U.S. Bureau of Land Management
ACTING FIELD MANAGER

X _____
The Nature Conservancy

X 
Montana Department of Fish,
Wildlife and Parks

X _____
Montana Lubrecht Experimental Forest

X 
Missoula County Commission Chairperson

ORIGINAL

Monroe Property Co., LLC

X _____
Michael Angellini -Trustee
Carlos Barrano Trust

X _____
U.S. Bureau of Land Management

X _____
Montana Department of Fish,
Wildlife and Parks

X _____
Missoula County Commissioner

X _____
Missoula County Commissioner

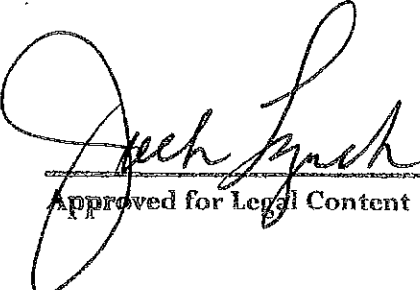
X _____
Montana Department of Natural Resources
and Conservation

X _____
The Nature Conservancy

X _____
Montana Lubrecht Experimental Forest

X _____
Missoula County Commissioner

X _____
Kevin Kuhn
University of Montana Foundation



Approved for Legal Content Date 8-1-10